

Bid Response

SMARTER I SI	MPLER I CUSTON	ner driven Date Bids	Due	Time of	Bid Opening	Bid Openii	ng Location		•	•
		10/14/20	015	1:00 F	PM	Purchas	sing, Ame	s, IA		
Proposal Number	Descripti	on								
15090	MISCE	LLANEC	OUS SHOP AND	VEHICLE	USE ITEM	S				
Contract to Begin		Date	e of Completion		Proposal Gua	ranty Amoun	t		Liq	uidated Damages
11/1/2015		10/	/31/2016		\$0.00				\$0	0.00
Purchasing Agent		E-Mail	Address		Phone				Fax	
Jean Gustafso	n	jean.	gustafson@dot.id	owa.gov	515-239	9-1173	515-239-153		5-239-1538	
Company Name		•						Federal	Tax	(ID
Street Address						City		State)	Zip Code
Supplier Contact (t	ype or pr	int)	E-Mail Address				Phone			Fax
			t the same prices und ical Subdivision upon	request. P			Are you a		rgete	│ ed Small Business?
in the sum ind the proposal g be considere	ired, ea icated juarant d for a r award	ach bid r above. I y requir ward. If I is mad	response must l Refer to the Sta ement may be f f the intended a le for any reaso	ndard Tulfilled. I warded	erms and (Bids lacki bidder fails	Conditions ng a requate to enter i	s for the a l ired pro nto a for	accepte posal mal cor	ed fo gua ntra	orms in which aranty will not act within fifteer
The er	ntire co	ntents o	of this Proposal, dard Terms and			•				• •
			h all materials, e reinafter set out		nt and/or s	services sp	pecified,	in the r	nar	ner and the
We ce in any collusion made to induct independently that this bid has competitor.	rtify that on or othe e any of arrived as not b	nt we hat herwise other pe d at with been kno	ve not, either di taken any action erson or firm to so nout collusion w owingly disclose	rectly or on in resi submit o ith any o ed prior	traint of fre r not to sub ther bidde to the oper	e competiomit a bid; r, competining of bid	ition; that that this itor, or po s to any	t no atto bid ha otential other b	emp s bo cor oidd	pt has been een mpetitor; and er or
specifications	and wi	ll be sup	terials, equipme oplied in accord lete the contrac	ance wit	h the entire	e contents	of this p	roposa	al.	
•		•	day as set forth			•	• •	•		-
igned:							Date:	!		



Schedule Of Prices

Number
Date Required

Vendor

15090

10/14/2015 1:00 PM

Title MISCELLANEOUS SHOP AND VEHICLE USE

ITEMS

Delivery Location AMES, IA 50010 **PA Name** Jean Gustafson

Shipping Terms FOB Destination/Freight Prepaid Phone 515-239-1173

E-Mail jean.gustafson@dot.iowa.gov

Description

Product Availability Days:

Item	Qty	Unit	Description	Part #	Unit Price	Total Price			
1	BROWNING SPROCKETS ALTERNATIVE BRANDS WILL BE EVALUATED, BUT IF NOT PREVIOUSLY TESTED MAY BE SUBJECT TO TESTING BY THE IOWA DOT PRIOR TO AWARD.								
	GROUP 1 WILL BE AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE ELIGIBLE FOR GROUP AWARD.								
	LIST BRAND & PART NUMBER YOUR BIDDING.								
1.1	20	EACH	SPROCKET 1" BORE, 1/4" KEYWAY H6010X1 BROWNING 10 TOOTH MONROE #05033010 REVCO #SPK6010X1 Stock #: 755-860100						
Co	mments:								
1.2	1	EACH	SPROCKET 1" BORE, 1/4" KEYWAY H6017X1 BROWNING 17 TOOTH HARDENED TOOTH Stock #: 755-860170						
Co	mments:								
1.3	12	EACH	SPROCKET 1 1/4 BORE 10 TOOTH BAUM #60BS10HT 1 1/4 60 ROLLER CHAIN W/KEYWAY BROWNING #H6010X1-1/4 REVCO #SPK6010X1-1/4 MONROE #05033072 Stock #: 755-860300						
Co	mments:								
1.4	30	EACH	SPROCKET 1-1/4 BORE 1/4 KEYWAYH6026X1-1/4 BROWNING 26 TOOTH MONROE #05033014 Stock #: 755-860260						
Co	mments:				,				
2	CAB FRESH FILTERS NO SUBSTITUTIONS ALLOWED.								
		2 WILL BE	AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE E	LIGIBLE FOR GRO	OUP AWARD.				
2.1	160	EACH	FILTER CAB HVAC EXTERNAL CFFNR6100 Stock #: 006-003500						
Со	mments:								
2.2	18	EACH	AIR FILTER KIT F/CAB INTAKE CAB FRESH #CFF32000 ADD-ON FILTER AT THE COWL AIR INTAKE. Stock #: 006-006700						
Со	mments:								

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DEXTER PARTS NO SUBSTITUTIONS ALLOWED.	2.3		EACH	#CFFR32000 REPLACEMENT ELEMENT FOR STOCK #006-006700 (ADD-ON FILTER AT THE COWL AIR INTAKE)						
No Substitutions ALLOWED.										
3.1	3	NO SUBSTITUTIONS ALLOWED.								
### ### ### ### ### ### ### ### ### ##	3 1									
Comments:	0.1	40	KII	#K23-438-00 LH						
3.2	Col	mments:		Stock #: 002-648000						
Comments: 3.3	3.2	1 1	KIT							
3.3				Stock #: 002-649000						
Stock #: 020-730927 Comments: 3.4 60 EACH TRAILER HUB SEAL DEX 010-056-00 Stock #: 020-732156 Stock #: 020-732156 Stock #: 020-732156 Stock #: 020-731148 Stock #: 020-731148 Stock #: 020-731148 Stock #: 020-731148 Stock #: 020-732560 Stock #: 020-73115 Stock #: 020-73115 Stock #: 020-73115 Stock #: 020-731617 Stock #: 020-731617 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732516 Stock #: 020-732716 S	Coi	mments:								
3.4 60 EACH TRAILER HUB SEAL DEX 010-056-00 Stock #: 020-732156 Stock #: 020-732156 Stock #: 020-732156 Stock #: 020-732156 Stock #: 020-731148 Stock #: 020-731148 Stock #: 020-731148 Stock #: 020-732560 Stock #: 020-730115 Stock #: 020-731617 Stock #: 020-731617 Stock #: 020-731617 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732716 Stock #: 020	3.3		EACH							
Stock #: 020-732156	Coı	mments:								
Stock #: 020-731148	3.4		EACH							
Stock #: 020-731148 Comments: 3.6 20 EACH TRAILER TANG WASHER DEX-005-060-00 Stock #: 020-732560 DEX-007-115-00 Stock #: 020-730115 DEX-007-115-00 Stock #: 020-730115 DEX-007-115-00 Stock #: 020-730115 DEX-007-115-00 Stock #: 020-730115 DEX-007-100 Stock #: 020-731617 DEX-006-017-00 Stock #: 020-731617 DEX-006-017-00 Stock #: 020-731617 DEX-006-017-00 Stock #: 020-732508 DEX-006-017-00 Stock #: 020-732508 DEX-006-017-00 Stock #: 020-732508 DEX-006-017-00 Stock #: 020-732508 DEX-006-017-00 DEX-007-008-00 DEX-007-008-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-00 DEX-007-008-008-00 DEX-007-008-008-008-00 DEX-007-008-008-008-008-008-008-008-008-008		mments:			1	1				
3.6	3.5		EACH							
Stock #: 020-732560 Comments:		1 1			ı	1				
3.7 80 EACH TRAILER DRUM BOLT DEX-007-115-00 Comments: 3.8 140 EACH TRAILER NUT BACKING PLATE ASSBLY DEX-006-017-00 Stock #: 020-731617 Comments: 3.9 140 EACH TRAILER WASHER F/BACKING PLATE ASSBLY DEX-005-008-00 Stock #: 020-732508 Comments: 3.10 140 EACH TRAILER WASHER F/BACKING PLATE ASSBLY DEX-005-008-00 Stock #: 020-732508 Comments: 3.10 140 EACH TRAILER SCREW F/BACKING PLATE ASSBLY DEX007-116-00 Stock #: 020-732716 Comments: 4 INTERNATIONAL PARTS NO SUBSTITUTIONS ALLOWED. GROUP 4 WILL BE AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE ELIGIBLE FOR GROUP AWARD. 4.1 18 EACH FILTER OIL INTERNATIONAL #3007498C94 Comments: 4.2 200 EACH FILTER CAB HVAC INTERNATIONAL #3839141C1 Stock #: 006-003512	3.6		EACH							
Stock #: 020-730115 Stock #: 020-730115 Stock #: 020-731617 Stock #: 020-731617 Stock #: 020-731617 Stock #: 020-731617 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732508 Stock #: 020-732716		1		<u></u>	ı	1				
3.8			EACH							
Stock #: 020-731617 Comments: 3.9					I	1 1				
3.9	3.8									
008-00 Stock #: 020-732508 Stock #: 020-732716 Stock #: 02					<u> </u>	1 1				
Comments: 3.10	3.9	140	EACH	008-00						
116-00 Stock #: 020-732716 Stock #: 02	Coi	mments:								
Comments: 4 INTERNATIONAL PARTS NO SUBSTITUTIONS ALLOWED. GROUP 4 WILL BE AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE ELIGIBLE FOR GROUP AWARD. 4.1 18 EACH FILTER OIL INTERNATIONAL #3007498C94 comes with o-ring & seal Stock #: 006-001820 Comments: 4.2 200 EACH FILTER CAB HVAC INTERNATIONAL #3839141C1 Stock #: 006-003512	3.10	140	EACH	116-00						
NO SUBSTITUTIONS ALLOWED. GROUP 4 WILL BE AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE ELIGIBLE FOR GROUP AWARD. 4.1 18 EACH FILTER OIL INTERNATIONAL #3007498C94	Coi	mments:		101001111111111111111111111111111111111	<u> </u>					
4.1	4			· · · · · ·						
4.1		GROUP 4	4 WILL BE	AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE E	LIGIBLE FOR GRO	OUP AWARD.				
Comments: 4.2 200 EACH FILTER CAB HVAC INTERNATIONAL #3839141C1 Stock #: 006-003512	4.1	1		FILTER OIL INTERNATIONAL #3007498C94 comes with o-ring & seal						
4.2 200 EACH FILTER CAB HVAC INTERNATIONAL #3839141C1 Stock #: 006-003512	Coi	mments:		Οισοίι π. σσσ-σσ τσεσ	l		<u> </u>			
· · · · · · · · · · · · · · · · · · ·	4.2		EACH							
	Coi	mments:								

Item	Qty	Unit	Description	Part #	Unit Price	Total Price		
4.3	300	EACH	FILTER FUEL OEM International #1878042C93 only Stock #: 006-003947					
Cor	Comments:							
4.4	840	BTL	POWER STEERING FLUID QT. FLEETRITE #FLTPSF32 Stock #: 015-022735					
Cor	Comments:							
4.5	480	EACH	FILTER OIL INTERNATIONAL #1884508C2 Stock #: 006-087951					
Cor	nments:							
4.6	1	EACH	ALTERNATOR F/1997-98 MD-HD INT 19020310 DELCO NEW, NO CORE Stock #: 297-375955					
Cor	nments:							
4.7	1	EACH	FAN HUB BEARING IH #1822007C1 Stock #: 533-540000					
Cor	nments:							
4.8	480	EACH	FILTER POWER STEERING INTERNATIONAL #2503221C1 Stock #: 533-550322					
Cor	nments:		Οιουκ π. 333-330322					
4.9	2	DOZ	MOTOR WINDSHIELD WIPER INT. 3539699C91 Stock #: 533-770030					
Cor	nments:		000KW. 000 770000					
	GROUP	OT PRIOR	ANDS WILL BE EVALUATED, BUT IF NOT PREVIOUSLY TES TO AWARD. AWARDED BY GROUP. ALL ITEMS MUST BE BID TO BE EIRT NUMBER YOUR BIDDING.			TING BY THE		
5.1	28	EACH	LITE TRAFFIC RED LED 12IN 4331210003XL					
			Stock #: 012-108050					
	nments:			T	1 1			
5.2	10	EACH	LITE TRAFFIC YELLOW LED 12IN 4333230901XL Stock #: 012-108100					
	nments:		LITE TRAFFIC ORFENIA ER 4000 (ACCORDANCE	<u> </u>	1 1			
5.3	10	EACH	LITE TRAFFIC GREEN LED 12IN 4332270001XL Stock #: 012-108150					
	nments:	1150110	ITEMO					
6	ALL ITEN		TIEMS DUP 6 WILL BE AWARDED BY LINE. DOT RESERVES THE R E CONTRACTS.	RIGHT TO RE-DIR	ECT AWARD T	O MAKE		
6.1	4	EACH	FILTER TURBOCHARGER AIR VALVE NAPA#9458/WIX#49458 L-F#LAF6113,F- G#AF26113/BALDWIN#BT9408/DONALDSON#P566130 LIST BRAND & PART NUMBER YOUR BIDDING.					
			Stock #: 006-006570					
	nments:		TARE TURES OF A SHARE THE SAME OF A SHARE THE	T	<u> </u>			
6.2	200	ROLL	TAPE THREAD SEAL WHITE TEFLON LACO #44071 1/2" X 260"(21.66') ALTERNATIVE BRANDS WILL BE EVALUATED.					
			LIST BRAND & PART NUMBER YOUR BIDDING. Stock #: 020-017650					
Cor	nments:							

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
6.3	12	EACH	CAN GAS NO-SPILL 2 1/2 GAL #00005 ALTERNATIVE BRANDS WILL BE EVALUATED, BUT IF NOT PREVIOUSLY TESTED MAY BE SUBJECT TO TESTING BY THE IOWA DOT PRIOR TO AWARD.			
			LIST BRAND & PART NUMBER YOUR BIDDING. Stock #: 003-041450			
Cor	nments:					
6.4	120	JUG	DEF-DIESEL EXHAUST FLUID 2-1/2 gallons ALTERNATIVE BRANDS WILL BE EVALUATED, BUT IF NOT PREVIOUSLY TESTED MAY BE SUBJECT TO TESTING BY THE IOWA DOT PRIOR TO AWARD.			
			LIST BRAND & PART NUMBER YOUR BIDDING. Stock #: 004-001400			
Cor	nments:					
6.5	40	EACH	VALVE ELECTRIC BALL 490 MANIFOLD TEEJET #491- BEC-C NO SUBSTITUTIONS ALLOWED. Stock #: 755-860490			
Cor	nments:			•		
6.6	200	PKG	FILTER TRANS F/WORLD TRAN ALLISON 29548988 PKG. OF 2 NO SUBSTITUTIONS ALLOWED. Stock #: 006-007300			
Cor	nments:			•		
6.7	10	EACH	PUMP F/PU FUEL TRANSFER TANK 12V FR1210G TUTHILL NO SUBSTITUTIONS ALLOWED. Stock #: 016-283620			
Cor	nments:					
6.8	576	EACH	OIL LUB F/ALL 2 CYC ENG. STEN-MIX 770-263 1.8-OZ NO SUBSTITUTIONS ALLOWED. Stock #: 015-019378			
Cor	nments:				,	

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

Signature:	Date:
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Iowa Department of Transportation Standard Terms and Conditions For

Bid Proposals/Contracts
-FORMAL-

Formal is the procurement process required by lowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- · Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Bid Proposal

- Bid Opening: Bid openings are made public and conducted at the lowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
- 2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
- 3. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: (1) Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the lowa Department of Transportation (lowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the lowa DOT by the bidder or an authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (Form 131084) must accompany the bid. The lowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.
- 4. Pricing and Discount: Unit prices shown on the bid/response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

- 5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
- 6. **Bid Results & Disclosure:** Bid tabulations will be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
- 7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the lowa DOT.
- 8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
- 9. Shipping Terms: Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

- 1. Method of Award: Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the lowa DOT unless otherwise specified. An lowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
- 2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
- 3. Contracts: Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the lowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-118-11(3).
- 4. Payment Terms: The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.

- 5. Default: Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the lowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
- 6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

- 1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
- 2. Affirmative Action: The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the lowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with lowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the lowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
- 3. Applicable Law: The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
- 4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
- 5. Debarment and Vendor Suspension: By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of lowa or any Federal department or agency.
- 6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
- 7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
- 8. Records Audit: The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
- 9. Targeted Small Businesses: The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.
- 10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

11. Termination:

- Termination Due to Lack of Funds or Change in Law
 - The lowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:
 - Adequate funds are not appropriated or granted to allow the lowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the

Iowa DOT's sole discretion, are insufficient for any reason.

- The lowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the lowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

Iowa Department of Transportation SUPPLEMENTAL TERMS & CONDITIONS

For

Miscellaneous Shop and Vehicle Use Items
Proposal No.: 15090
Letting Date: October 14, 2015

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Additional Information

If any additional information is required to properly evaluate the bid, the bidder shall furnish the requested information within three (3) working days after notification from Purchasing.

Ties and Reservations

No ties and reservations by the bidders are permitted on this proposal.

Approved Brands

Groups 1, 5, and lines 6.1-6.4 alternative brands will be evaluated, but if not previously tested may be subject to testing by the lowa DOT prior to the award. Groups 2, 3, 4 and lines 6.5-6.8 no substitutions will be allowed.

Contract Award

Groups 1-5 will be awarded by group or combination of groups. All items within a group must be bid to be considered for a group award. Group 6 will be awarded by line item. The lowa DOT reserves the right to re-direct award to make economical size contracts.

Contract Period

The successful bidder will be awarded an approximate one (1) year contract with an option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Purchasing Section.

Contract Quantities

Estimated quantity is based on previous purchases. It is understood that the lowa DOT considers this only a best estimate of requirements and makes no firm quantity commitment.

Purchase Orders

Purchase orders will be issued for items as needed throughout the contract period.

Delivery Location

Material shall be delivered to the Iowa Department of Transportation, Distribution Center, Receiving Department, 800 Lincoln Way, Ames, Iowa 50010.

Delivery Requirements

Delivery shall be no later than thirty (30) calendar days after receipt of order.

Invoicing & Packing List

Each Packing list and invoice must reflect only the merchandise relating to one purchase order. Multiple orders may be shipped together but each order requires individual invoicing and packing list stating purchase order number.

Price Adjustment

Prices shall be held firm for the contract period.

Political Subdivisions

The successful bidder for this proposal may provide units ordered by other political subdivisions of the State of Iowa with delivery times and additional transportation costs as applicable. Each political subdivision ordering units on this proposal will issue their respective purchase orders. Invoicing will be as requested by ordering subdivision.

Bidder_	 	 	

SEALED BID

LETTING DATE: October 14, 2015

PROPOSAL NO: 15090

PROPOSAL DESCRIPTION: MISCELLANEOUS SHOP AND VEHICLE USE

ITEMS

Iowa Department of Transportation PURCHASING - SEALED BID PROPOSAL 800 Lincoln Way Ames, IA 50010